

Fill in this information to identify the case:

Debtor 1 Andrew Mclellan

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Eastern District of Pennsylvania

Case number 24-12201

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>The Huntington National Bank</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>The Huntington National Bank</u> Name <u>P.O.Box 89424</u> Number Street <u>Cleveland</u> <u>OH</u> <u>44101-8539</u> City State ZIP Code Contact phone <u>888-632-5547</u> Contact email <u>bankruptcy@huntington.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>The Huntington National Bank</u> Name <u>5555 Cleveland Ave GW4W25</u> Number Street <u>Columbus</u> <u>OH</u> <u>43231</u> City State ZIP Code Contact phone <u>888-632-5547</u> Contact email <u>bankruptcy@huntington.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>3</u> <u>4</u> <u>3</u> <u>0</u>
7. How much is the claim?	\$ <u>18,877.17</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Money Loaned</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input checked="" type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: <u>Certificate of Title</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ <u>18,877.17</u> Amount of the claim that is secured: \$ <u>18,877.17</u> Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ <u>3,154.45</u> Annual Interest Rate (when case was filed) <u>0.00</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/27/24
MM / DD / YYYY

/s/Anthony Watters

Signature

Print the name of the person who is completing and signing this claim:

Name	Anthony	Watters
	First name	Middle name Last name
Title	Bankruptcy Specialist III	
Company	The Huntington National Bank	
	Identify the corporate servicer as the company if the authorized agent is a servicer.	
Address	P.O.Box 89424	
	Number	Street
	Cleveland	OH 44101-8539
	City	State ZIP Code
Contact phone	888-632-5547	Email bankruptcy@huntington.com

Proof of Claim Attachment

Debtor 1: Andrew Mclellan

Debtor 2:

Case Number: 24-12201

Last 4 Digits of Account Number: 3430

Part 1: Statement of Balance Details as of Petition Date:

1. Principal Balance:	\$ 18,439.26
2. Interest Due:	\$437.91
3. Charges Due:	\$0.00
4. Fees Due:	\$0.00
5. Insurance Due:	\$0.00
6. Other Due:	\$0.00
7. Escrow Balance	\$0.00
8. Payoff Fees:	\$0.00
9. Prepayment Penalty:	\$0.00
10. Deficiency Balance:	\$0.00
Total Amount of the Claim as of Petition Date:	<hr/> \$ 18,877.17

Dealers' employees or agents). Please read this agreement carefully and you agree to the terms and conditions of the "Dealer", which term includes any of you who are jointly and severally responsible for the loan. Each of you is responsible both individually and jointly under this agreement (known as joint and several responsibility).

Federal disclosures: The following disclosures are required to be given by federal law:

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
6.09 %	\$ 7,548.64	\$ 37,875.44	\$ 45,424.08

Your payment schedule will be (final payment amount is estimated):

Number of Payments	Amount of Payments	When Payments Are Due
72	630.89	Monthly beginning on MAR 13TH 2020
	N/A	

Security: You are giving a security interest in a motor vehicle.
☐ You are also giving a security interest in the following personal property (list each item): _____

Property Insurance: You may obtain property insurance and vendor's single interest insurance from anyone you want that is acceptable to us.

Filing fees: \$ 26.00

Late charge: If a payment is more than 10 days late, you will be charged \$35.00.

Prepayment: If you pay off early, you will not have to pay a penalty, and will not be entitled to a refund of any prepaid finance charge.

See the other parts of this agreement and any other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment penalties, and security interests.

Date of this loan
The date of this loan is JAN 28TH 2020.

Principal amount of this loan
The principal amount of this loan is \$ 37,875.44.

Interest rate
The interest rate applicable to this loan is 6.09 % per year.

Itemization of amount financed
We and/or the Dealer may be retaining a portion of the charges from other products and services sold in connection with this loan. You authorize us to pay the proceeds of this loan in the following manner:

- To Dealer on your behalf (Amount of cash received from you less the amount of cash received from other sources): \$ 37,875.44
- To Dealer on your behalf (Amount of cash received from you less the amount of cash received from other sources): \$ 45,693.00
- Cash price: \$ 45,128.00
- Price of property/services purchased (may include cash received from other sources): \$ 384.00
- Dealer documentation fee: \$ 181.00
- License, title and registration fees: \$ 7,866.03
- Less downpayment (sum of items (i) and (ii) below, but not less than zero): \$ 7,250.00
- Cash (including rebates): \$ 42,500.00
- Trade-in allowance (gross): \$ 42,500.00
- Year 2017 Make RAM Model 3500
- Amount owed on trade-in: \$ 41,883.97
- Trade in allowance (net): \$ 616.03
- Unpaid balance of cash price (a) minus (b): \$ 37,826.97
- Additional amount to pay off trade-in: \$ N/A
- Payoff of prior loan (if a refinance): \$ N/A
- Lien filing fee: \$ 26.00
- Credit insurance: \$ N/A
- Extended service contract or warranty: \$ N/A
- TIRE TAX: \$ 5.00
- ONLINE REG: \$ 17.47

- To insurance co. for vendor's single interest insurance: \$ N/A
- To us for: \$ N/A
- To us for: \$ N/A
- To us for loan fee: \$ N/A
- Less prepaid finance charge: \$ N/A
- Amount financed (sum of 1, 2, 3, 4 and 5, minus 6): \$ 37,875.44

You promise to pay
 By signing this agreement, you promise to pay us all of the following:
 • The principal amount of this loan as provided in this agreement.
 • Daily simple interest on the unpaid balances of the principal amount from time to time outstanding at the interest rate as provided in this agreement.
 • Other charges due as provided in this agreement.

You must pay us at the address we tell you or at any of our banking offices. Interest begins to accrue on the date of this agreement. Daily simple interest means that interest is charged each day after accruing any payments you have made.

Payment schedule
 You agree to pay this loan according to the payment schedule shown in the federal disclosures above. However, the final payment amount shown above is only an estimate. On the final payment due date, you must pay us the outstanding balance of the principal amount and any accrued but unpaid interest and other charges. The payment schedule in the federal disclosures is based on the assumption that we receive each payment on its due date. If you pay late, incur other charges or if other amounts are added to your loan as permitted by this agreement (such as for taxes, insurance or other charges with respect to the collateral), the final payment amount could be significantly more than the estimate shown in the payment schedule above.

All payments are due on the same date of the month as the first payment, or on the last day of any month that does not have a corresponding date. You agree that we may apply all payments first to earned interest, and then to the principal amount and/or other charges and amounts owed as we determine. If we receive any payment after our cut-off time on a given day, that payment will be considered received on the following business day.

Additional products and services
 Additional products and services (such as extended service protection, warranty, debt cancellation protection, debt suspension protection or other products and services offered by the Dealer) are not required to obtain this loan. If you want any of these products or services from the Dealer and want the cost to be included in the amount financed, the cost will be shown in the "Itemization of amount financed" section of this agreement. Refer to the policy, certificate, contract or other documentation provided by the Dealer or the company providing the product or service for more information about the product or service. Some or all of the cost for any additional products and services may be retained by the Dealer.

Assignment of this agreement
 We have the right to assign this agreement without your consent or approval. Anyone to whom we assign this agreement has all of our rights, unless we retain some of those rights or rights are reassigned to us. If we assign this agreement, we may act as agent or other representative for the assignee of the loan. If we act as agent or other representative, you agree that we may exercise in our own name on behalf of the assignee any rights of the assignee with respect to the loan and the collateral to the extent of the authority granted to us as agent or other representative. You should continue to make all payments due under this agreement to us unless we notify you otherwise.

Set-off
 We have the right of set-off. This means that we may apply any money in any deposit account with us on which your name appears as owner or co-owner to the payment of the amount you owe us which is due.

Other terms
 If we finance or pay for any credit, property or other insurance, debt cancellation, debt suspension, service contract, warranty, GAP coverage, or other product or service, you agree that we may apply any refund of premiums collected from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. if this debt is ever in default, that fact may become part of your credit record.

You waive presentment of this agreement. You waive all relief from valuation and appraisal laws, to the extent not prohibited by applicable law.

We may delay enforcing any of our rights against any of you any number of times without losing any rights against you or others then or in the future. We may enforce this agreement against your estate. Except when otherwise required by applicable law, notice to you or any one of you will constitute notice to all of you. In addition to the rights we have under this agreement, we also have any other rights available to us at law or in equity.

Governing law
 The interest rate, fees and charges, and other terms of this agreement are governed by federal law. However, to the extent federal law does not apply or refers to or incorporates state law, the law of the state of Ohio shall be applicable.

This agreement is continued on the reverse side. All of the provisions on both sides of this document are part of this agreement.

Acknowledgment: Each person or entity signing below is responsible for paying this loan in full. You acknowledge that you have read this entire agreement on both sides of this page (including the Arbitration Provision on the reverse side) and agree to be bound by its terms. You also acknowledge that Dealer has given you a copy of our Customer Information Privacy Notice.

Individual Borrower Signature(s) Signature: <i>Andrew McClain</i> Typed Name: ANDREW MCCLAIN	Corporation or Other Business Entity Signature Typed Name of Company: Signature: Typed Name of Signer: Title of Signer:
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Credit Insurance
 Credit life insurance and credit disability insurance are NOT REQUIRED to obtain this loan and will not be provided unless each of you to be insured qualifies and signs below, indicating your agreement to pay the additional cost for the type of coverage selected. Your choice whether or not to buy credit insurance has NO effect on our decision to make your loan, and we do NOT consider your insurance choice in any way when we make our loan decision. Any insurance benefit may not pay this loan in full.

If you want to buy credit insurance, you are buying it from or through the Dealer, and not from or through us. Any questions about this insurance must be directed to the Dealer, and not us. If you want to buy it, you must sign below on the line under the type of insurance elected. Two signatures for a type of insurance will indicate that joint coverage for both persons signing is elected. The policies or certificates issued by the insuring company will more fully describe the coverages, terms and conditions of the credit insurance.

Credit life insurance: Term: N / Months Cost: \$ N/A
 (1) _____ (2) _____

Credit disability insurance: Term: N / Months Cost: \$ N/A
 (1) _____ (2) _____

Optional Debt Protection Agreements
 Debt Protection Agreements are NOT REQUIRED to obtain this loan and will not be provided unless you sign below and agree to pay the cost for such products. GAP (Guaranteed Auto Protection) is a type of debt protection agreement. The Dealer will give you additional documents for any of these products that you purchase. We will credit your loan for the amount that your GAP protection indicates is waived or canceled when we receive payment for that amount from the Dealer or provider of the GAP protection.

You want to buy GAP at a cost of \$ N/A

GAP Company Name: _____

(1) _____ (Signature) N/A

(2) _____ (Signature)

Collateral for this agreement

As collateral for this loan, you give us a security interest in the following property and its accessions, and in any attachments existing as of the date of this loan or which you acquire within 10 days after that date:

YEAR 2017 MAKE RAM
 MODEL F-150 ODOMETER 160
 VIN 1PTEML532K6014000

You represent that you will use the collateral primarily for ☐ consumer (personal, family or household use) ☐ business ☐ farming purposes. You agree to keep the collateral at:

4150 WHITE HICKORY TRAIL, PALMYRA, OHIO 43084
 No. & Street City

CHESTER, PA 19380
 County State Zip

As additional collateral, you also give us a security interest in:

- Any other property described in the "Security" section of the federal disclosures, which you agree to keep at the location disclosed above, unless otherwise stated in this agreement.
- Any proceeds of the vehicle or other property described above and its accessions and attachments.
- Any proceeds of any service contracts, warranties, insurance, GAP coverage, debt cancellation coverage, debt suspension coverage or other products or services required or purchased in connection with this agreement, and any refunds of any charges or premiums for any such products or services.

We agree that any security interest which secures any other present or future loan from us does not secure this loan. Additional provisions about the collateral are found on the other side of this document under "Additional Security Interest Provisions".

Signature to Grant Security Interest Only

The person signing in this box is NOT responsible to repay this loan. This person is an owner of the collateral and is signing solely to give a security interest in the collateral. This person is subject to all of the provisions of this agreement except the obligation to pay (other than from the proceeds of collateral) principal, interest or other charges due.

Signature: _____

Typed Name of Signer: _____

NOTICE ABOUT THIS LOAN

This loan is a direct loan from us (the bank) to you. For your convenience, we have asked Dealer to complete and obtain your signature on this agreement. No employee or representative of Dealer is authorized to (i) agree to any terms that are inconsistent with the terms of this loan, (ii) enter into any side agreement that affects this loan, or (iii) alter or change any of the preprinted provisions of this agreement. No oral promises or agreements between you and Dealer about this loan are enforceable.

We may use part of the interest rate you pay to compensate Dealer for arranging this loan. As a result, your interest rate in excess of the minimum we require may be negotiated with Dealer, but is firm once you sign this agreement.

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. if this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

NOTICE OF ARBITRATION PROVISION

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH APPEARS ON THE REVERSE SIDE. BEFORE SIGNING THIS AGREEMENT, YOU SHOULD READ THE ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THE ARBITRATION PROVISION IN THE MANNER ALLOWED, IT MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM THAT WE HAVE AGAINST EACH OTHER OR CERTAIN OTHER THIRD PARTIES.



Proof of Claim

Loan fee
If we do not receive a payment within 10 days after it is due, you agree to pay a late charge of \$35.00. For example, a payment due on the 1st of the month is subject to a late charge if we do not receive it by the 11th of the month.

Late payment charge
If we do not receive a payment within 10 days after it is due, you agree to pay a late charge of \$35.00. For example, a payment due on the 1st of the month is subject to a late charge if we do not receive it by the 11th of the month.

Deferral provision
If you agree to a deferral of any payment(s) (including a pass-a-payment), we may, at our option, defer the payment(s) and charge you our defer fee for each month your loan is deferred. We will continue to earn interest on the unpaid principal balance. Any such deferral will not result in an extension of the period of coverage for any credit insurance or additional products and services you have elected.

Returned item charge
If you pay us with a check, a money order, preauthorized charge, electronic payment or debit or other item, and it is returned to us unpaid after we try to collect it, you agree to pay us a returned item charge of \$25.00.

Early payment
There is no prepayment charge if you pay off this loan in full or in part early. Partial prepayments will not affect your obligation to pay the regular monthly payment amount on the payment due dates following partial prepayment (as long as amounts are owed) unless we agree differently in writing.

Taking possession of the collateral
If any promises under this agreement are broken, or if we exercise our acceleration right, then, without giving you any advance notice unless required by applicable law, we may take possession of the collateral. To take possession of the collateral, we may enter the premises where the collateral is stored and remove it. We will not breach the peace. Our retaking of the collateral does not release you from any obligation under this agreement. We may take any property in the collateral at the time of retaking and hold it for you as described under "Personal property in collateral." This is in addition to any other rights we have. All of our rights are cumulative, may be exercised at the same time or at different times, and are not exclusive. If we ask, you agree to deliver the collateral to us at any reasonable time and place we choose.

If we take possession of the collateral, we may give you a right to redeem the collateral. However, we will give you any right of redemption and any notice that applicable law requires. If you have the right or we allow you to redeem the collateral, you must pay us the costs of taking possession of the collateral and other costs we require, to the extent not prohibited by applicable law. Any such amounts that you do not pay, we may add to the unpaid balance of the principal amount, charge interest thereon at the rate or rates provided in this agreement, and increase either the number or the amount of the remaining payments. If you do not redeem the collateral, we may sell it. We will give you notice of any public sale, or if permitted by applicable law the date after which we may hold a private sale. You agree that we do not have to send any notice of sale more than 10 days in advance unless required by applicable law.

After selling the collateral, we will apply the sale proceeds (i) to the reasonable cost of taking possession, holding, preparing for sale, processing and selling the collateral, and to any other amounts required by applicable law, (ii) to reasonable attorneys' fees and costs, where not prohibited by applicable law, and (iii) then to the other amounts due under this agreement. If the sale proceeds are not enough to pay these costs and all other amounts owed under this agreement, you will be liable for the difference, to the extent not prohibited by applicable law. If there is a surplus, we will pay the amount of the surplus to the person(s) we determine are entitled to it, subject to any right of set-off we may have.

Personal property in collateral
You agree that we will not be responsible at any time for any personal property you keep or carry in the collateral. This is so during the agreement term and after return or retaking of the collateral. After return or retaking of the collateral, we or our representative will hold any such property found in the collateral for a period of 10 days, or such longer time as required by applicable law. Unless required by applicable law, we will not notify you that such property has been found in the collateral. If you do not pick up the property within that 10-day period, we have the right to dispose of it in any manner that we determine.

Use of the collateral
While any part of this loan is unpaid, you promise:

1. To use the collateral carefully, keep it in good condition, and obtain our written consent before making any major alterations.
2. To tell us in writing before changing the address of your residence or the address where the collateral is kept.
3. Not to use the collateral for any unlawful purpose.
4. That you own the collateral and will not sell, transfer, grant a license in, lease or dispose of all or part of the collateral, or allow any lien, encumbrance or security interest other than ours to be granted, placed or filed on the collateral or title to the collateral.
5. To pay all taxes and other fees and assessments due on the collateral.
6. Not to remove the collateral from the continental United States.
7. If the collateral is a motor vehicle or other titled property, (i) to keep the vehicle or other property titled (with our lien noted), registered and licensed in the state where the vehicle or other property is kept, (ii) to use and retain all of its documents required at any time in connection with title, registration or licensing of the vehicle or other property, (iii) to pay any fees required at any time by government agencies in connection with title, registration or licensing of the vehicle or other property, (iv) to pay our service fee each time the vehicle is retitled, and (v) to assist us as we may require in connection with title, registration or licensing of the vehicle or other property.

If any taxes or other fees or charges with respect to the collateral are not paid, we may (if we choose) do so ourselves. If we do, you must reimburse us when we ask you to. If you do not reimburse us, we may add the cost to the unpaid balance of the principal amount, charge interest thereon at the rate or rates provided in this agreement, and increase either the number or amount of the remaining payments.

Communications to You Including to Call Phones In order for us to service your Account to collect any amounts you owe, you agree and consent that we or a third party acting on our behalf may from time to time:

- Make telephone calls and/or send text messages to you at any telephone number(s) you give to us or that we otherwise have for you or your Account, including wireless (cellphone) telephone numbers that could result in charges to you.
- Use any technology available at the time to make telephone calls and/or send text messages to you, including but not limited to the use of pre-recorded/automatic voice messages and/or an automatic telephone dialing system.
- Send e-mails or any other available form of electronic communication to you at any e-mail or other electronic address you give to us or that we otherwise have for you or your Account.
- Monitor and record any telephone call or other communication between you and us.

NOTICE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
You agree that this notice applies only if the consumer purpose book under "Collateral for this agreement" is checked and only if you use the proceeds of this loan to purchase the collateral described under "Collateral for this agreement."

ARBITRATION PROVISION
If you are a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to that claim, this does not mean that the arbitrator has no power or authority to conduct any class-wide arbitration.

- Claims brought by or against one borrower (or co-borrower) may not be joined or consolidated with claims brought by or against one or more borrowers.
- Except as allowed by this Arbitration Act, the arbitrator's decision will be final and binding.
- On the rights that you or we would have in court may also not be affected in arbitration.

(f) **Effect of Class Action Waiver:** Regardless of anything else in this Arbitration Provision, the validity, enforceability, and effect of this Provision shall be determined only by a court and not by an arbitrator or by any policies or procedures of the Arbitration Provision (except for this sentence) shall be null and void-the Class Action Waiver is not severable from this Arbitration Provision. Nothing in this paragraph (f) shall affect the right of any party to assert any invalidation or nonenforcement of the Class Action Waiver.

(g) **Location of Arbitration:** Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

(h) **Cost of Arbitration:** Each administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. When you choose an administrator, you should carefully review the fees charged by the administrator. If you do not start arbitration of a Claim, we will ask you for up to \$1,000 in fees that would otherwise be charged to you by the administrator. However, you may tell us in writing that you can't afford to pay the fees charged by the administrator or that you believe those fees are too high. If you do so, we will pay or reimburse you for up to all of the fees that would otherwise be charged to you by the administrator. We will request a reasonable and in good faith. We will always pay the fees that are applicable law requires us to. We will not ask you to pay or reimburse us for any fees or other costs that the administrator, notwithstanding its provision in the loan agreement or any other applicable agreement or any right we may have under applicable law (i) we will pay our reasonable attorneys', experts and witnesses fees with respect to any Claim in the arbitration on which you prevail, whether you or we start arbitration, or as required by applicable law, but otherwise those fees will be your obligation; and (ii) we will not ask you to pay or reimburse us for any attorneys', experts and witnesses' fees in connection with the arbitration, regardless of which party prevails in the arbitration.

(i) **Governing Law:** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 91 et seq. and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations and claims of privilege recognized by law. The arbitrator may not consider any evidence that is not permitted by the substantive law that would apply if the action were pending in court. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

(j) **Right to Discovery:** In addition to the parties' rights to obtain discovery (including the right to the arbitrator's award), you may make a written request to the arbitrator to expand the scope of discovery normally allowed under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.

(k) **Arbitration Hearings and Appeal:** Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. However, the arbitrator's decision is final and binding, except for any right of appeal provided in the Federal Arbitration Act. If an arbitrator awards an amount exceeding \$100,000, any party can appeal the award to a three-arbitrator panel constituted by the Administrator. The Administrator will select the arbitrators. The initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel of arbitrators in an appeal of the arbitrator's decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. However, we will consider any good faith, reasonable request for us to pay all or any part of the fees you are the appealing party.

(l) **Rules of Interpretation:** This Arbitration Provision shall survive the repayment of all amounts borrowed from us, any legal proceeding, or any act of a self-help remedy by us to collect a debt owed by you to us, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. Nothing in paragraph (l) with respect to non-severability of the Class Action Waiver, if any portion of this Arbitration Provision is deemed invalid or unenforceable, shall affect the validity or enforceability of the Class Action Waiver, if any portion of this Arbitration Provision is deemed invalid or unenforceable. The remaining portions of this Arbitration Provision provided that such remaining portions are not then materially inconsistent with the terms of the Arbitration Provision prior to such determination of invalidity, unenforceability. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this agreement, on the other hand, this Arbitration Provision shall govern. The Arbitration Provision supersedes any other arbitration provision or requirement that may otherwise be applicable, including one contained in an agreement with the Dealer.

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

2,542

FUEL TYPE: GASOLINE

212284999015251-001

1FTFW1E52KFD24909

2019

FORD

81517390401 NC

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

TK

0

SEAT CAP

PRIOR TITLE STATE

1/30/20

000018

0

BODY TYPE

DUP

SEAT CAP

PRIOR TITLE STATE

1/30/20

000018

0

1/30/20

1/30/20

4,753

7,050

GWR

TITLE BRANDS

DATE PA TITLED

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GWR

TITLE BRANDS

ODOMETER STATUS

- 0 = ACTUAL MILEAGE
 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
 2 = NOT THE ACTUAL MILEAGE
 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
 4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS

- A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = COLLECTIBLE VEHICLE
 F = OUT OF COUNTRY
 G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION
 H = AGRICULTURAL VEHICLE
 L = LOGGING VEHICLE
 P = IS/WAS A POLICE VEHICLE
 R = RECONSTRUCTED
 S = STREET ROD
 T = RECOVERED THEFT VEHICLE
 V = VEHICLE CONTAINS REISSUED VIN
 W = FLOOD VEHICLE
 X = IS/WAS A TAXI

REGISTERED OWNER(S)

ANDREW MCLELLAN
 4159 WHITE HORSE RD
 MALVERN PA 19355

FIRST LIEN FAVOR OF:

HUNTINGTON NATIONAL
 BANK

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

HUNTINGTON NATIONAL
 BANK
 5555 CLEVELAND AVE
 COLUMBUS OH 43231

SECOND LIEN FAVOR OF:

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Certificate of Title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

pennsylvania

DEPARTMENT OF TRANSPORTATION

I certify, as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

YASSMIN GRAMIAN P.E.

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
 TO BEFORE ME:

MO.

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF A NOTARY

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (on death of one owner, title goes to surviving owner) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (on death of one owner, interest of deceased owner goes to his/her heirs or estate).

IF NO LIEN, CHECK ☐ IS THIS AN ELT? (IF YES, FIN REQUIRED) YES ☐ NO ☐

1ST LIENHOLDER FINANCIAL INSTITUTION NUMBER

1ST LIENHOLDER NAME

STREET

CITY

STATE

ZIP

IF NO 2ND LIEN, CHECK ☐ IS THIS AN ELT? (IF YES, FIN REQUIRED) YES ☐ NO ☐

2ND LIENHOLDER FINANCIAL INSTITUTION NUMBER

2ND LIENHOLDER NAME

STREET

CITY

STATE

ZIP

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE THIRTY BELL WATERMARK

82319220



Banking. Investments. Insurance.

District: Eastern District Of Pennsylvania
Division Philadelphia
900 MARKET ST Suite 400
Philadelphia, Pennsylvania 19355

Andrew Mclellan

Loan Number: 3430

Case Number: 24-12201

PROOF OF SERVICE

The undersigned attest under the penalties of perjury that a true copy of this proof of claim with attachments (unless the attachments are voluminous and in that case a statement to such effect is attached hereto) was served to:

Pro Se
Andrew Robert Mclellan
4159 White Horse Drive
Malvern, PA 19355

On: 9/5/2024 was served via the Court's electronic case filing system on the following who are listed on the Court's Electronic Mail Notice List.

Sincerely,

/S/Anthony Watters

Bankruptcy Specialist Name
(888) 632-5547